



**Cornell University
ILR School**

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Elmont Union Free School District and Elmont Elementary Teachers Association (2007)**

Employer Name: **Elmont Union Free School District**

Union: **Elmont Elementary Teachers Association**

Effective Date: **07/01/07**

Expiration Date: **06/30/09**

PERB ID Number: **4992**

Unit Size: **317**

Number of Pages: **29**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TA/ 4992

CONTRACT

between the

**ELMONT BOARD OF EDUCATION
Elmont Union Free School District
New York**

and the

ELMONT ELEMENTARY TEACHERS' ASSOCIATION

July 1, 2007 - June 30, 2009

RECEIVED

FEB 14 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

317

INDEX

	Page
After School Activities.....	24
Agency Fee.....	2
Aides.....	25
Assignments	4
Bereavement Days.....	8
Board Prerogative.....	7
Bulletin Board Space.....	17
Child Rearing Leave.....	9
Class Size	4
Conferences.....	5
Conflict with Statutes and Law	17
Convention Leave.....	11
Dental Insurance.....	26
Distribution of Contract	17
Dues Check-off	2
Duration of Agreement.....	19
EETA President.....	6
Extended Sick Leave.....	8
Facilities	4
Flexible Schedule	6
Funeral Services	12
Grievance Procedures.....	13
Half-Time Teachers.....	24
Health Insurance.....	25
Health Insurance Declination	25
Hours	3
Injury on the Job.....	12
In-Service Courses	6
In-Service Course Personnel	24
Job Security.....	6
Jury Duty	11
Leave of Absence without Pay	11
Legal Counsel.....	17
Legislative Action - Section 204a of the Taylor Law.....	17
Life Insurance.....	26
Mail Boxes	17
Mandatory Clauses	19
Meetings	5
Meetings with Board of Education.....	1
Meetings with Superintendent.....	1
Mentoring Program	17
Military Leave	10
Non-Teaching Duties	4

No Strike Pledge.....	1
Part-Time Teachers	24
Professional Periods	4
Professional Staff	1
Promotions and Newly Created Positions	6
Recognition	1
Religious Observance.....	12
Sabbatical Leave.....	10
Salaries	1
Salary Differentials.....	25
Salary Schedules 2007-08, 2008-09	22-23
School Calendar	3
Sick Leave	7
Substitutes for Special Teachers	5
Summer School	16
Tax Sheltered Annuities	24
Teacher File.....	5
Unused Sick Leave.....	16

AGREEMENT commencing July 1, 2007 and ending June 30, 2009, between the Board of Education of Elmont Union Free School District (Board) and the Elmont Elementary Teachers Association (Association).

WHEREIN:

It is mutually agreed as follows:

ARTICLE I: RECOGNITION AND NO STRIKE PLEDGE

A. Recognition: The Association, having submitted satisfactory evidence that it represents a majority of the professional staff, is hereby recognized as the exclusive bargaining agent for the professional staff for such period as is permissible by law.

B. Professional Staff: The Professional Staff shall consist of all professional personnel, hereinafter sometimes referred to as "teachers" excluding Superintendent of Schools, Central Office Administrators, and members of the Administrator's Unit.

C. No Strike Pledge: So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may be hereafter amended.

ARTICLE II: ASSOCIATION REPRESENTATION AT MEETINGS

A. Meetings with the Superintendent of Schools and the Administrative Council: Association representatives may meet with the Superintendent bi-weekly and with the Administrative Council bi-monthly during the school year (September through June).

B. Meetings with the Board of Education: Association representatives may meet with the Board of Education at least four times a year, with additional meetings upon request.

ARTICLE III: SALARIES, OTHER FINANCIAL BENEFITS AND DUES
CHECK OFF

A. Salary:

The salary schedule for the year:

[i.] 2007-2008 shall be created by increasing each step and column of the 2006-2007 salary schedule by 3.25%.

[ii.] 2008-2009 shall be created by increasing each step and column of the 2007-2008 salary schedule by 3.25%.

B. Other Financial Benefits: Other financial benefits for the school years 2007-2009 shall be as set forth in Schedule "B" annexed.

C. Dues Check-Off: (1) So long as the Association is the exclusive bargaining agent aforesaid, and so long as the same is permissible by law, the Board shall deduct from the salary of members of the Association who submit dues check-off authorizations in writing to the Board, dues for the Association in an amount to be determined by the Association in accordance with written memorandum thereof to be filed by the Association with the Board. (2) Should the Association change the rate of its membership dues, it shall give the Board thirty days notice prior to the effective date of such change. (3) The Association shall be permitted to make dues check-off cards available through the schools. These cards, once filed with the Board shall be considered continuous authorization unless rescinded by an individual member in writing to the Board via the rescinded by an individual member in writing to the Board via the Superintendent's Office, between September 1 and September 15 of any given year. The Association shall be so notified of such rescinding by September 20. (4) The Association and the professional staff so designated in Article 1B waive all rights and claims against the Board for the monies so deducted and transmitted to the Association in accordance with their authorization and relieve the Board, its officers, agents and representatives from any liability therefor. (5) Upon the request of an individual member the Board shall deduct from his/her salary Nassau Educators Federal Credit Union loan and/or share payments.

D. Agency Fee: Every member of the bargaining unit who is not a member of the Association shall, within 60 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Association an Agency Fee. Such fee shall be certified to the district by the Association, and shall be consistent with the requirements of law. The Association shall forward to the district a list of non-members and the sum of money to be deducted from each teacher's paycheck for the Agency Fee. Said amount shall be deducted from each teacher's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the Association. Not later than 30 days after receipt of a list of non-members, the district shall forward said amount to the Association.

**ARTICLE IV: HOURS AND OTHER TERMS AND CONDITIONS OF
EMPLOYMENT FOR THE SCHOOL YEARS 2007-2009**

A. Hours: Effective September 2002 the teaching day shall not be in excess of seven (7) hours Monday through Thursday inclusive of a duty-free lunch period of not less than fifty (50) minutes including supervision as may be required under sub-paragraph "C" hereof. The time in the teacher day that is either before or after the student day, shall be utilized for the following professional tasks Monday through Thursday. The length of the day and the use thereof on Friday shall be in accordance with present practice at six hours and forty-five minutes.

- a) conferences with fellow teachers
- b) meetings with administration
- c) parent-teacher conferences
- d) extra help
- e) scoring
- f) CSE/CST Meetings
- g) record keeping
- h) teacher preparation

The determination as to the particular task to be performed by individual teachers on a given day shall be shared between said teachers and the building principal two days per week by the principal and two days per week by teachers. The responsibility to participate in professional tasks shall not impact upon the principal's right to assign teachers to duties pursuant to this contract and current practice. Nothing herein shall be construed to prevent the Administration from calling, after the teaching day, a maximum of four staff meetings per month; it being further understood that teachers shall remain at their stations until children board buses safely.

Multiple-building Assignments: The teaching day for professional staff members who are assigned to more than one building per day shall not be in excess of seven (7) hours Monday through Thursday inclusive of a duty-free lunch period of not less than fifty (50) minutes and portal to portal travel time of 20 minutes between buildings that are less than 2 miles apart. Thirty minutes for buildings that are greater than two miles apart. In addition, compensation for accumulated mileage shall be provided at the rate of \$0.225 per mile.

B. School Calendar: The Board, prior to reaching a decision as to the construction of the calendar, shall consult with the Association in connection therewith. Final decision as to the construction of the calendar shall remain with the Board. The school calendar for each year shall provide for 180 instructional days plus three conference days. The conference days will consist of two (2) conference days (to be held after Labor Day) immediately before the students arrive, plus one staff development day during the course of the year. Students will attend school for one-half day on each of the last two days of the school year.

C. Relief from Non-Teaching Duties: Aides for playground and cafeteria duty shall be continued but under teacher supervision as scheduled by the building principal.

D. Professional Periods: There shall be at least four professional periods per week for teachers other than first year teachers where special teacher coverage of classes can be scheduled. Effective September 2002 and thereafter, each said professional period shall be 40 minutes. Professional periods may be used for unassigned professional responsibilities. Professional period coverage for kindergarten teachers may be provided by assigned teacher aides during A.M. and P.M. snack time.

E. Teaching Assignments: Specific teaching and building assignments of all teachers employed for the following school year shall be announced no later than thirty days prior to the end of the previous school calendar year, except if due to unforeseen circumstances, it is not feasible to do so. In that event, the Superintendent shall give his/her written statement to the teacher as to the reasons why, due to the stated unforeseen circumstance, it was not feasible to give that teacher at least 30 days notice. In the event of any change of such assignment either after this date or prior to the opening of school, the teacher shall have the right to discuss such change prior to the assignment with the building principal, and if not satisfied, shall have the right to discuss the matter with the Superintendent.

When transfer or reassignment of teachers in a school or grade is necessary, volunteers may apply but will not necessarily be transferred or reassigned. A teacher being considered for transfer or reassignment shall be notified at least thirty days prior to the termination of the school calendar year, except if due to unforeseen circumstances, it is not feasible to do so. In that event, the Superintendent shall give his/her written statement to the teacher as to the reasons why, due to the stated unforeseen circumstances, it was not feasible to give that teacher at least 30 days notice.

F. Teacher Facilities: The Board shall continue to make available in each building a minimum of one room which shall be reserved for use as a faculty lounge and dining room and agrees to maintain this facility.

G. Class Size: No academic class shall be in excess of 29 students, except in case of emergency or odd schedule situations. There shall be an equitable distribution of class size throughout the District, subject to the factors of the physical facilities of the respective buildings and the special educational needs of each. Special Education class size shall not exceed the Commissioner's regulations. Effective for the 2002-2003 school year and thereafter, pre-kindergarten teachers shall be paid at the per diem rate of \$125.00 and shall not otherwise be eligible for salary or benefits pursuant to this contract. The provisions of this paragraph shall not apply to the incumbents in these positions as of February 15, 2002 for as long as they remain employed in the capacity of pre-kindergarten teachers.

H. Meetings: Attendance at parent-teacher meetings will be voluntary except that attendance at Open School Night is required. The district shall provide for three parent conference afternoons, wherein the children shall be dismissed at the end of the morning session, and one parent conference evening, which shall not follow a parent conference afternoon and which shall be not more than two and one half (2 1/2) hours duration commencing at 7:00 PM. Attendance at meetings on non-school days shall be voluntary. The District may require 12 hours of orientation of first year probationary teachers at no additional compensation.

I. Teacher File: An official teacher file compiled during said teacher's employment in Elmont Union Free School District and maintained in the District Personnel Office shall be maintained under the following circumstances.

i. No material concerning a teacher's conduct, service, health, character or personality shall be placed in the file unless the teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. If the teacher refuses to so affix his/her signature, a notation shall be made on the file that the teacher has been given the opportunity to read the material and has refused to affix his/her signature thereto.

ii. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the filed copy. It shall remain there as long as the original derogatory statement is part of the record.

iii. Upon request by the teacher, he/she shall have the right to examine his/her file at reasonable intervals in the Personnel Office in the presence of the District Personnel Clerk.

iv. The teacher shall have the right to reproduce any material in his/her file.

v. The Superintendent shall remove material from the files when a teacher's claim that it is inaccurate or unfair is sustained by the Board, the Department of Education and/or court of law.

J. Substitutes for Special Teachers: Substitutes for special subject teachers will be secured as needed. These may be substitute special teachers or a classroom teacher on a one or two day basis. Special teachers should prepare suitable lesson plans that might not be in the sequence of instruction but would be within the curriculum of the subject.

K. Conferences: Time shall be allotted during the school day for parent-teacher, grade level, and curriculum planning conferences for all grades by utilization of professional periods and flexible scheduling, jointly planned by building staff and principal.

L. Promotions and Newly Created Positions: For purposes of this Article, promotion is defined as any position paying salary differential and/or any position on the administrative or supervisory level and newly created positions as positions in this district which are not previously in existence.

i. Promotions and newly created positions shall be made known to all personnel listing a description of qualifications for the positions.

ii. Notice of a vacancy in any position shall be published at least fifteen days before final application must be submitted. Teachers interested in the position shall submit their applications in writing to the Superintendent and an acknowledgment of the receipt of the application shall be made in writing.

iii. Notification of Board action shall be made to in-district staff applicants prior to the general announcement.

M. E.E.T.A. President: The E.E.T.A. president shall be relieved of all extra duties and shall be entitled to five 40 minute preparation periods per week. The Association shall be entitled to a total of five association days annually to attend conferences and/or conventions.

N. Job Security: If a staff reduction is required the Board of Education will give first consideration to the affected teachers for vacancies open in the district for which the teacher might be certified and priority for per diem substitute service.

O. In-Service Courses: Teachers on probation may be required by the Superintendent to take one in-service course per year while they are on probation. The association will cooperate with the Superintendent in recommending the taking of in-service courses by staff members to facilitate program development. Such cooperation shall include such items as the following: advising the Superintendent, recommending taking of courses in the association bulletin, making a presentation at faculty meeting, etc.

P. Flexible Scheduling: The implementation of flexibility in any building shall meet the following conditions:

i. The specific hours of a teacher's day may be adjusted, upon agreement between the teacher and his or her principal. No teacher shall serve more hours in a flexibility program than that teacher would have under Article IV of this Agreement, nor should any class assignments or duty assignments or class size exceed the provisions of this agreement.

ii. The adjustment of a teacher's specific hours of service shall be on a voluntary basis. Neither a teacher's request of an administrator nor an administrator's request of a teacher need be agreed to by the other party. Either party's agreement to a flexible schedule during a school year shall not bind any party to a continuation of that assignment in any subsequent year.

iii. No teacher may be reprimanded, disciplined or otherwise adversely affected with respect to his or her terms and conditions of employment as a result of refusing a request that his or her hours of service be adjusted.

iv. An adjustment of a teacher's hours may have an impact on the scheduling of the remaining teachers and students in the building. Therefore, once a teacher's hours have been adjusted, they may not be restored to what they had formerly been, where readjustment would adversely affect the schedules of students and other teachers. It should be anticipated that adjustments will not be made until the end of the semester or school year, whichever may be appropriate.

v. Teachers on flexibility programs shall not be required to attend meetings that are not contiguous to their school day and the building principal shall arrange to communicate any information disseminated during such meetings in a mutually agreeable manner.

vi. Any individual's flexibility schedule shall be subject to consultation with and consent of the EETA President or designee.

ARTICLE V: POLICY

A. Board Prerogative: The establishment of policy is the prerogative of the Board. However, in any case where policy is in conflict with the express terms of this agreement, the express terms of this agreement shall prevail.

B. Effectuation of Policy: All policy shall be effected on a consistent basis throughout the district.

ARTICLE VI: LEAVES

A. Sick Leave:

All full time professional staff are entitled to fifteen days of sick leave per year with full pay, three of which may be used as personal days. Those employed fewer than ten months in the school year shall be given a proportionate allowance. Sick and Personal Leave are not credited to those while on a leave of absence.

The unused sick leave in any one year accumulates to a total of two hundred twenty-five (225) days (for probation and tenure employees only). Those persons on leave do not forfeit their accumulated sick leave upon returning to Elmont Union Free School District.

Teachers who become sick with mumps, measles, chicken pox, German measles, conjunctivitis, and head lice, contracted from exposure to children in the district, shall be granted sick leave for the duration of their illness without deduction from their sick leave.

Sick days may be used for personal illness, or illness in the family. Illness in the family shall encompass illness of spouse, parent, child of any age, grandparent, and any resident of the professional staff member's household. For mother-in-law, father-in-law, brother or sister who are not living in the employee's household the use of sick days shall be limited to 10 days. Personal days may be used for critical business that cannot be attended to outside of school. It is expected that requests for personal leave will not entail, unless absolutely necessary or unavoidable, a day or days preceding or succeeding a weekend, vacation or holiday.

B. Extended Sick Leave:

A pool of 150 days per school year (non-cumulative) is hereby established as extended sick leave, without salary deduction, for members of the professional staff. Any member of the professional staff, who has expended his/her accumulated sick leave, shall be entitled to and receive extended sick leave, without salary deduction, not exceeding 50 days per school year from such pool upon meeting the following conditions:

a. The member of the professional staff has been employed full time in the district for at least seven (7) years.

b. There is presented to the Board a certificate from a physician chosen by the District Medical Advisor, stating that the member of the professional staff, as a result of serious illness or disability is unable to perform his/her normal duties for at least 50 calendar days, all or part of which runs beyond the last day of his/her accumulated sick leave, the days beyond the expended accumulated sick leave being deemed the extended sick leave.

C. Bereavement Leave:

The District shall provide unit members with (a) three (3) bereavement days in the event of death in the immediate family. Immediate family is defined herein as follows: spouse, child, parent, sibling, grandparents, mother-in-law, father-in-law, (b) one (1) bereavement day for death in the extended family. Extended family is defined, herein, as follows: other relative or other person who resides in the unit member's household.

D. Child Rearing Leave:

1. Child rearing leave without pay will be granted to any employee in accordance with the following conditions: (1) The staff member shall inform the Superintendent of Schools no later than 60 days before the leave begins, preferably sooner, by completing the Child Rearing application. (2) Child Rearing leave will be granted without pay or salary increment for a period not exceeding two (2) years from its effective date. (3) The employee adopting a child may commence a leave at any time during the first year after receiving de facto custody of said child, or before receiving such custody if necessary in order to fulfill the requirements of adoption. Leaves pursuant to this paragraph shall be limited to a maximum of two consecutive two year leaves or four total consecutive years of leave in connection with additional births/adoptions after which an employee will be required to return to work for at least one full year before becoming eligible for additional leave hereunder.

2. **Return to Service:** (1) Six months prior to the scheduled date of a teacher's return, he/she should indicate intention to return in writing to the Superintendent. Before return may be effected, a satisfactory medical statement from a physician must be presented. (2) A Staff member whose leave is for maternity/childbirth purposes must advise the Superintendent promptly of any interrupted pregnancy or death of the child. A Child Rearing leave will be terminated within three months following the date of a terminated pregnancy or the failure of a child to survive. (3) In the event a leave expires after the opening of school in September, a teacher may be required to return to a different assignment. This assignment shall be within the same tenure area prior to said leave. This leave may be extended by mutual agreement of the Board and the teacher until the beginning of the next immediate school year. (4) Teachers may return from such leave only on either February 1st or September 1st, unless otherwise permitted by the Superintendent of Schools. Further, if the return from leave is September 1st, the District shall pay its share of the health insurance premium, effective on July 1st prior to the September 1st return date if the employee is otherwise eligible for the benefit.

NOTE: None of the foregoing precludes the right of the district to require any person employed to submit to a medical examination.

3. **Pregnancy and Childbirth:** A teacher granted a Child Rearing Leave, may use her accumulated sick leave effective on the date she becomes disabled as properly certified in writing by a medical doctor. Accumulated sick leave may, upon the approved recommendation of a physician, continue to be used for a period of time following the date of delivery not to exceed six weeks under normal circumstances, or eight weeks following a caesarian section. The child rearing leave will commence following the period of approved paid sick leave.

E. Military Leave:

Military Leave without pay is granted with full reinstatement privileges at the appropriate step upon return at any time during the school year.

F. Sabbatical Leave:

On the recommendation of the Superintendent, the Board of Education may permit members of the professional staff to take sabbatical leaves for the purpose of study related to professional growth and development as identified by the district.

A maximum of 1 ½% of the staff may be on sabbatical leave at any one time. If an excess of 1 ½% of the staff apply, the Board will give preference to those candidates who have presented a planned and structured program of study relevant to the district's needs.

Sabbatical leave may be granted to a maximum of 1 ½% of the staff having completed fourteen full consecutive years of teaching service in the Elmont Union Free School District. This leave is granted for a full year at full pay.

As a condition of the grant, all applicants shall be required to agree when making application to resume service in this district and to continue in such service for at least one year thereafter, and in case of resignations while on sabbatical year or within one year after return from such leave, to refund to the Board such proportion of the salary paid during the leave of absence.

Application and specific proposal outline for sabbatical leave must be made to the Superintendent by November 1 of the year preceding the requested beginning date.

Prior to December 1 a consultation meeting will be arranged between each applicant and the Superintendent for individual evaluation of each proposal. Final notification of acceptance or rejection of the sabbatical leave will be made by the Superintendent no later than March 1.

Application must be made on the standard form provided by the Superintendents office. The application shall outline to specific proposal of study and shall indicate the extent and nature of the activity arrangements made with colleges or institutions and how such activities will benefit the school district.

Teachers on sabbatical leave shall be deemed in the employ of the district and shall not receive compensation in any employment for any period during which they shall otherwise have performed regular teaching services. (For purposes of this provision scholarship grants shall not be deemed compensation.)

A sabbatical leave once granted shall not be terminated except for violation by the teacher of the conditions of the leave or the regulations of the Board pertaining thereto. Further, in the event a teacher becomes pregnant prior to the close of the school year, the sabbatical leave will be canceled and maternity leave provisions of the district will take effect.

Each semester, after the completion of registration for college courses in the sabbatical leave program approved by the Board of Education, the list of courses must be submitted to the Superintendent for his approval. At the end of each semester an official college transcript of courses completed must be forwarded to the Superintendent's office.

Sick leave sabbaticals may be granted to persons having completed seven full consecutive years of teaching service in the Elmont Union Free School District but only after the exhaustion of cumulative sick leave. This leave is granted at no more than half pay and will be subject to Board review and approval. The leave will be considered on the merits of the individual request with no relation to the percentage of other sabbatical leaves.

G. Convention Leave:

On the recommendation of the Superintendent, the Board of Education may permit members of the professional staff to take convention leave for the purpose of self improvement and benefit to school system.

H. Jury Duty:

(A) Any employee shall be excused without loss of pay or other benefits while serving as a juror on required working days. (B) Any absence for the purpose stipulated in "A" shall not be charged against an employee's sick leave or personal days. (C) All remuneration, excluding transportation costs, received by an employee for service provided in "A" shall be turned over to the Superintendent's office as soon as it is received.

I. Leave of Absence Without Pay:

The Board, upon recommendation of the Superintendent, may grant leave of absence without pay.

J. Injury on the Job:

On the job injuries must be reported in accordance with the regulations of the Board of Education posted in the main office of each building. Employees eligible to receive workers' compensation will be compensated for days absent because of injuries incurred on the job and/or illness arising in and out of the course of employment (and properly reported) as follows:

a. by the Board of Education and at his/her regular and current salary for a period of time equal to the number of sick days accumulated by the employee at the time of injury without awaiting certification by the Workers' Compensation Board. If compensable time lost exceeds a teacher's accumulated sick leave, the teacher shall be paid for such lost time, if the Superintendent finds there is no question as to the teacher's eligibility for workers' compensation for such lost time, then a teacher will be paid for such time without awaiting certification as long as the Superintendent remains convinced of the teacher's continuing eligibility for workers' compensation. Otherwise, payment for such lost time above accumulated sick leave, will be made upon certification by the Workers' Compensation Board.

b. the number of accumulated sick days used will be restored upon certification from the Workers' Compensation Board.

c. the sick leave credits once used in (b) above may not again be used for future absences attributable to the same injury, unless such future absence is also compensable under Workers' Compensation Board.

d. the employee will return to the Board of Education any check received from the insurance company in compensation for the same number of days for which he/she has already been compensated under (a) above; and

e. the employee will retain compensation received from the insurance carrier for days absent (as a result of on the job injury) in excess of those for which the Board has compensated him/her as in (a) above; and

f. the employee shall retain any award granted by the insurance carrier and/or the compensation board in excess of (e) above.

K. Days for Religious Observance:

Absences for religious observance will be charged to personal leave days.

L. Days for Funeral Services:

Absences for funeral services, other than covered by bereavement leave, shall be charged to personal leave days or sick leave days.

ARTICLE VII: GRIEVANCE PROCEDURE

The parties hereto agree to the establishment of the following grievance procedures:

A. Definitions

- (1) Teacher shall mean any employee whose position requires certification by the State Education Department.
- (2) Administrator shall mean the Building Principal to whom the teacher is responsible.
- (3) Chief Administrator shall mean the Superintendent of Schools.
- (4) Representative shall mean the person or persons designated by the aggrieved teacher to act in his/her behalf.
- (5) Grievance shall mean any claimed violation of the terms of this Agreement, or any claimed violation, misinterpretation of inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Board of Education or the School District which pertain to members of the professional staff, provided, however, that such term shall not include any matter which, by law, is prohibited from being administered under this article.

B. Basic Principles

- (1) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- (2) A teacher, a group of teachers, or the Association shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- (3) A teacher or teachers shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice without cost to the district.
- (4) The complainant shall have access to all written statements and records pertaining to such case.
- (5) All hearings shall be confidential.

- (6) It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make determination within the authority delegated to him/her within the time specified in these procedures.
- (7) Not more than six (6) representatives of a grievant shall participate in any stage of the Grievance Procedure.
- (8) The Association shall have the right to be present at all steps of the Grievance Procedure which involve the interpretation and application of the agreement. The Association shall not have this right with respect to grievances asserted by the teacher to be personal.

C. Procedures

- Step I.**
 - a. The individual (2) who feels he/she has a grievance will discuss said grievance with his/her building principal. The grievance will be informally discussed and, if possible, a solution should follow.
 - b. Within five (5) school days after presentation of the grievance to him/her, the building principal shall make his/her decision and orally communicate the decision and the reasons therefor to the employee presenting the grievance or to the designated representative of the employee.
- Step II.** If the grievance is not satisfactorily resolved at Step I, a statement by the aggrieved will be forwarded to the building principal. This shall be in writing, shall be known as the "Grievance Statement" and shall contain (1) a clear and concise recital of the grievance; and (2) the relief requested. Within five (5) school days the building principal shall notify the grievant or his/her representative, if any in writing of his/her decision and the reasons therefor. A copy shall also be sent to the Superintendent.
- Step III.** If the grievance is not satisfactorily resolved at Step II, the aggrieved may request, in writing, a determination of his/her grievance by the Superintendent, setting forth in detail (1) a clear and concise recital of the grievance; and (2) the relief requested. A copy of the request shall be presented to the building principal.
- Step IV.** The Superintendent shall, within five (5) school days after receipt of the written request, meet with the employee and his/her representative, if any, with the objective of arriving at a mutually agreeable solution. The Superintendent may also consult with such other employees and members of the staff as he/she deems appropriate.

Step V. Within ten (10) school days after his/her meeting with the aggrieved, the Superintendent shall notify the grievant or his/her representative, if any, in writing of his/her decision and the reasons therefor.

Step VI. After receipt of the written decision rendered by the Superintendent or failure to render same within the prescribed time period of Step V, the aggrieved may submit his/her grievance in writing to the Board of Education, together with written records of all previous steps; and written notice of such submission shall be given to the Superintendent by the aggrieved.

The Board of Education, upon receipt of such written request from the employee, shall hold a hearing within thirty (30) days, at which time oral and written testimony or arguments may be presented.

Within ten (10) school days after the close of the hearing, the Board of Education shall, in writing, render its decision, a copy of which shall be sent to the employee presenting the grievance, or, where the employee has designated a representative, to said representative.

It is understood that either party shall have the right to seek appropriate redress by court action and/or through any governmental agency or authority.

Step VII. Advisory Arbitration

A. When a grievance is limited to interpretation, application, or alleged violation of this Agreement, and the grievant is not satisfied with the decision of the Board, EETA, as his/her representative, shall, within ten (10) school days, so notify the Board in writing, stating all grounds upon which his/her dissatisfaction is based. Within thirty (30) school days after receipt of written notice as aforesaid, the dispute shall be submitted to advisory arbitration before an arbitrator who shall be selected by the Board and EETA under Labor Arbitration Rules of the American Arbitration Association.

B. No grievance on behalf of a teacher as to interpretation, application, or alleged violation of this agreement, may be brought to arbitration without the approval of the EETA, and in arbitration EETA shall be the sole and exclusive representative of the grievant.

C. The Arbitrator shall not add, delete from, modify or amend any of the provision of this Agreement and shall limit his opinion to the interpretation and application of this contract. Further, the arbitrator has no jurisdiction to determine a dispute over the discharge of teachers, nor may he/she issue a decision having the effect of granting tenure. It is clearly understood and agreed that the exercise of any power or duty delegated to or imposed by law upon the Superintendent and/or the Board of Education shall not be subject to grievance procedure set forth in this article.

D. The cost for arbitration (excluding attorney's fees) shall be shared equally by the Board and EETA.

ARTICLE VIII: SUMMER SCHOOL

A. Notification of the availability of openings for summer school positions shall be posted by March 1, if feasible.

B. The most qualified applicant shall be selected. The Administration shall consider the teacher's area of competence, major or minor field study, quality of teaching performance, record of attendance, years of service in Elmont Union Free School District and frequency of prior applications for summer school positions.

C. No positions shall be filled by a teacher not employed by Elmont Union Free School District if there is such a certified applicant for a position who is employed by Elmont Union Free School District.

D. The summer school staff shall be selected and advised of said appointment no later than May 1, if feasible.

E. Teachers employed in the summer school session shall be compensated at a rate based upon a multiple equal to one two-hundredth of a sum equal to Step 1 B.A. of the appropriate Salary Schedule.

ARTICLE IX: UNUSED SICK LEAVE

The District shall pay teachers, upon receiving approved retirement, forty percent of their accumulated unused sick leave at the rate of one two-hundredth of the annual salary of said teacher prevailing during the last year of service.

ARTICLE X: MISCELLANEOUS PROVISIONS

A. Mail Boxes: Mail boxes shall be available to the Association without censorship. Copies of boxed material shall be sent to the Superintendent at the time of boxing.

B. Bulletin Board Space: Space on one bulletin board shall be reserved in the central area of each building for use by the Association for the purpose of posting informational material for the staff. The size and location of the space is to be determined in consultation with the building principal.

C. Distribution of Contract: The Board agrees to reproduce significant copies of the final consummated agreement to be distributed to all members of the staff.

D. Legal Counsel: The Board shall provide legal counsel to the teachers as required by the law.

E. Conflict with Statutes and Law: In the event any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.

F. The district's Professional Development Committee shall develop a Mentoring Program to be implemented in each of the district's schools. The Mentoring Program shall become an integral part of the district's Professional Development activities.

G. SECTION 204-A OF THE TAYLOR LAW; PURSUANT TO SAID SECTION, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

H. Upon the recommendation of the Superintendent of Schools, increments (step increases) of a teacher may be withheld for unsatisfactory performance pursuant to the following:

1. A teacher must be notified of the possibility of an unsatisfactory end of year evaluation on or before May 1.
2. A teacher receiving an unsatisfactory end of year evaluation pursuant to subparagraph 1 above shall be subject to the District's close supervision program for the following year, which shall include a written plan for improvement of performance developed by the Superintendent of Schools or designee in consultation with the EETA President or designee. This program of close supervision shall include the following:

- a. At least six formal announced observations for which a teacher will be provided with two school days' notice.
 - b. Prior to each formal observation, there will be a pre-observation conference with the observer. There will also be a post-observation conference within five school days of the observation.
 - c. No more than one of the six formal observations referred to in subparagraph (a) shall occur in any one month. However, there will be no limitation on the total number of formal announced or informal unannounced observations that may be performed as to the subject teacher pursuant to the District's close supervision process.
3. A teacher who receives a second unsatisfactory evaluation at the conclusion of said year, after the implementation of the supervisory program set forth in subparagraph 2 above, shall be held on step for the following year.
 4. A teacher who has been held on step pursuant to subparagraph 3 above and who receives a satisfactory evaluation at the end of said year, shall be entitled to move one (1) step the following year.
 5. A teacher who receives a second consecutive satisfactory evaluation shall be thereafter restored to the step he/she would have achieved but for the implementation of this provision.
 6. Only teachers on step 6 and above as of the date of the initial unsatisfactory evaluation shall be subject to the withholding of step increases pursuant to this paragraph.
 7. The determination by the Superintendent of Schools to recommend that increments be withheld pursuant to this paragraph and the determinations of the building principal regarding observation and evaluation of performance, shall not be subject to the grievance machinery of this contract. Alleged violations of the procedures set forth in this paragraph shall be subject to said grievance machinery. Should the Board of Education elect to reject an advisory arbitration award to the effect that there has been a violation of the aforesaid procedures, salary withholding may not be implemented as to the individual grievant (s) until such time as said procedural violations have been cured.

I. Teachers who secure the prior approval of the Superintendent, complete requirements and receive National Teacher Recognition, shall be entitled to 15 credits toward lane movement on the salary schedule.

ARTICLE XI: MANDATORY CLAUSES

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403b account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(v)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution; and
- B. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** Employer contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING") 403(b) account of each recipient employee. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the ING agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the *Internal Revenue Code*, based upon salary and payroll information provided to the ING representative by the District.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971. Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This Agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This Agreement shall further be subject to the approval of the 403(b) Provider, which shall review this Agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.
8. The **UNUSED SICK LEAVE** calculated in accordance with Article IX of the collective bargaining agreement shall be remitted by the district on behalf of each eligible employee in the form of a Non-elective Employer Contribution, which shall be subject to all of the provisions of this Agreement.

ARTICLE XII: DURATION OF AGREEMENT

This agreement shall be deemed to have commenced as of July 1, 2007 and shall terminate on June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF EDUCATION, ELMONT UNION FREE SCHOOL DISTRICT

By: _____



ELMONT ELEMENTARY TEACHERS ASSOCIATION

By: _____

Claine Mitchell
President

1/31/08
Date

ELMONT UNION FREE SCHOOL DISTRICT

2007-08 teacher salary schedule

(reflects 2006-07 schedule plus 3.25%)

STEP	BA	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DOCT.
1	48,479		55,932	57,779	59,852	61,957	63,089	63,890	64,694
2	50,194		57,579	59,250	61,342	63,384	64,967	65,864	66,764
3	51,699		59,618	61,099	63,330	65,530	67,415	68,311	69,207
4	53,599		62,017	63,794	65,702	67,453	69,983	70,909	71,837
5	56,306		64,109	65,886	68,198	69,732	72,385	73,375	74,365
6			66,344	67,982	70,752	72,794	74,778	75,831	76,885
7			68,869	70,069	73,152	74,488	77,179	78,297	79,414
8			71,230	72,258	75,517	77,562	79,494	80,660	81,828
9			73,486	74,817	77,877	80,073	82,267	83,444	84,464
10			75,985	77,381	80,232	82,481	84,730	85,859	86,986
11			78,474	79,843	82,839	84,906	87,206	88,367	89,525
12			81,106	82,246	85,663	87,321	89,689	90,866	92,042
13			83,777	84,899	88,057	89,802	92,159	93,479	94,801
14			86,454	87,629	90,466	92,159	94,624	96,126	97,625
15	75,751		89,128	90,350	92,853	94,865	97,518	99,293	101,066
16			93,392	94,934	95,807	97,928	101,844	102,912	103,979
17			93,392	94,934	98,936	101,531	103,888	104,973	106,059
18			97,340	98,397	102,819	104,088	107,151	107,821	109,257
22		92,024	99,204	100,923	104,102	105,877	107,926	109,881	111,088

In-Service Credits

A teacher shall be entitled to a maximum of eight (8) credits (nine (9) credits effective September 2002) toward BA+15, BA+30, MA, MA+15, MA+30 and MA+45 and shall be entitled to unlimited in-service credits toward MA+60 and MA+75 for successful completion of in-service credits previously approved in writing by the Superintendent. Once used, in-service credits may not be used again.

All university credits must receive prior approval in writing by the Superintendent.

Note: The BA+15, BA+30, BA+45 columns will not apply to employees hired after July 1, 1983.

ELMONT UNION FREE SCHOOL DISTRICT

2008-09 teacher salary schedule

(reflects 2007-08 schedule plus 3.25%)

STEP	BA	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DOCT.
1	50,055		57,750	59,657	61,797	63,971	65,139	65,966	66,797
2	51,825		59,450	61,176	63,336	65,444	67,078	68,005	68,934
3	53,379		61,556	63,085	65,388	67,660	69,606	70,531	71,456
4	55,341		64,033	65,867	67,837	69,645	72,257	73,214	74,172
5	58,136		66,193	68,027	70,414	71,998	74,738	75,760	76,782
6			68,500	70,191	73,051	75,160	77,208	78,296	79,384
7			71,107	72,346	75,529	76,909	79,687	80,842	81,995
8			73,545	74,606	77,971	80,083	82,078	83,281	84,487
9			75,874	77,249	80,408	82,675	84,941	86,156	87,209
10			78,455	79,896	82,840	85,162	87,484	88,649	89,813
11			81,024	82,438	85,531	87,665	90,040	91,239	92,435
12			83,742	84,919	88,447	90,159	92,604	93,819	95,033
13			86,500	87,658	90,919	92,721	95,154	96,517	97,882
14			89,264	90,477	93,406	95,154	97,699	99,250	100,798
15	78,213		92,025	93,286	95,871	97,948	100,687	102,520	104,351
16			96,427	98,019	98,921	101,111	105,154	106,257	107,358
17			96,427	98,019	102,151	104,831	107,264	108,385	109,506
18			100,504	101,595	106,161	107,471	110,633	111,325	112,808
22		95,015	102,428	104,203	107,485	109,318	111,434	113,452	114,698

In-Service Credits

A teacher shall be entitled to a maximum of eight (8) credits (nine (9) credits effective September 2002) toward BA+15, BA+30, MA, MA+15, MA+30 and MA+45 and shall be entitled to unlimited in-service credits toward MA+60 and MA+75 for successful completion of in-service credits previously approved in writing by the Superintendent. Once used, in-service credits may not be used again.

All university credits must receive prior approval in writing by the Superintendent.

Note: The BA+15, BA+30, BA+45 columns will not apply to employees hired after July 1, 1983.

SCHEDULE "B"

A. Half-time teachers shall be granted one year's experience on the salary schedule for each two years of half-time teaching service in the district.

B. Part-time teachers shall be granted one year's experience on the salary schedule for each 180 days of consecutive part-time teaching service in the district. Part-time teachers shall be defined as employed 1/5 or 2/5 time on a yearly basis.

C. After school activities, whether supervision or instruction, shall be paid \$40 per hour.

a. Evening Activities

Teachers who attend certain evening events such as concerts and science fairs in the capacity of supervisor or teacher as approved by the principal shall be paid at the rate of \$40 per hour from the building budget. Except that, where such event is sponsored by the district, payment shall be made from district funds.

b. Recruitment Process

Teachers who participate in the process of selecting and hiring staff, which participation shall include screening of resumes, rating of questionnaires and interviews as approved by the Superintendent, shall be paid at the rate of \$25 per hour for each year of this contract.

c. After School Professional Meetings

Teachers who participate in committee meetings on curriculum, program matters or other professional concerns as approved by the Director of Curriculum, the Administrative Assistant or the Superintendent shall be paid at the rate of \$18 per hour.

d. Extra Help Classes

Teachers employed for extra-help classes during the holiday breaks shall be compensated on a prorated basis of the rate as indicated in ARTICLE VIII.E.

D. Staff personnel who teach in-service courses for the District shall be paid at the rate of \$50 per hour.

E. Tax Sheltered Annuities: The district shall accept applications from members of the professional staff for deduction from the contract salary, the amount of such deductions to be remitted to a tax-sheltered annuity program. The carriers shall be determined by the association but the district shall not be required to make deductions for and payment to more than five carriers. All authorizations for deductions shall contain a clause saving the district harmless for the use of said deductions after transmitted. The district's obligation shall be limited solely to the clerical operation.

F. Educational Aides: The Board agrees to employ aides as needed.

G. Salary Differentials:

	<u>Up to 5 Years in Position</u>	<u>6+ Years in Position</u>
Teacher assigned as Music Coordinator	\$1,500	\$1,700
Teacher assigned as Educational Director of Pre-K Program	1,500	1,700
Teacher assigned as Computer Coordinator	1,500	1,700
Teacher assigned as Library Coordinator	1,500	1,700
Teacher assigned as Principal's Assistant	1,500	1,900
Teacher assigned as Principal's Assistant more than half time but less than full time	1,300	1,575

H. Health Insurance: The Board will pay for each professional staff member 85% of the cost for individual coverage, and 85% of the cost for family coverage under the comprehensive statewide health insurance plan (now known as "Statewide Plan" and its successor to be known as "Empire Plan" and/or its successor) and will pay the same amount toward the cost of any other plan available to and chosen by any professional staff member.

Effective July 1, 1988, the Board will pay for each professional staff member who retired or retires as of or after July 1, 1988, 75% of the cost for individual coverage, plus 50% of the cost for family coverage under the comprehensive statewide insurance plan (now knows as "Empire Plan" and/or its Successor) and will pay the same amount toward the cost of any other plan available to and chosen by any professional staff member.

Either party may initiate negotiations as to the possibility of replacing the Statewide Plan at a lesser cost to the district, the employees, and the retirees which is equal in all respects, or better, than the Statewide Plan as to benefits, coverage and participating physicians for all employees and retirees.

Should an employee resign or be terminated between the first and twentieth day of a month, the Statewide Plan coverage for that employee shall terminate on the last day of the month of the employee's service to the district. Any premiums for coverage beyond that date shall be refunded to the employee. Should the employee resign or be terminated between the 21st and 31st day of a month, the Statewide Plan coverage for that employee shall continue in effect until the last day of the following month. Any employee who accepts a position in another school district will not be covered by insurance during that period of employment by the other school district.

I. Effective July 1, 1994 an employee, whether or not the employee received health insurance coverage in the preceding school year, may voluntarily decline health insurance. Upon declining health insurance, the employee will receive a prorated payment in an amount equal to the lesser of fifty (50%) percent of the district's cost for the said employee's health insurance or \$1,800 divided by 12, multiplied by the number of complete months between the date on which the employee's declination became effective and the date on which the employees' re-enrollment becomes effective payable on the first June 30th following the effective date of the most recent declination.

It is understood that the health insurance plan carrier's rules and regulations may impose a waiting period between the date on which notice of withdrawal from coverage is submitted by the employee and the date on which the withdrawal becomes effective. Employees who have withdrawn from the health insurance plan shall, upon written request, be reinstated to family or individual coverage, as appropriate, subject to the rules and regulations of the health insurance plan in effect at the time of the reinstatement. The employee so reinstated shall be entitled to receive a prorated payment in an amount equal to the aforesaid amount, divided by 12, multiplied by the number of complete months between the date on which the employee's most recent annual declination became effective and the date of re-enrollment. Said payment shall be made as set forth above. An employee shall be limited to reinstatement only one time within a twelve (12) month period.

J. Life Insurance: Effective on or before March 1, 2002, the Board agrees to provide \$20,000 life insurance for each member of the professional staff as defined in Article 1B. Additional coverage is to be provided at employee's option and expense.

K. Dental Insurance: The Board will pay \$300 toward a group dental insurance plan covering the full time participating members of the professional staff. Designation of insurance carrier will require the approval of the EETA and the Board. The Dental Plan will be administered by the district. The Board's contribution in Year 1 of this agreement shall be pro-rated.

L. The Board will pay \$170 annually toward an optical plan covering full time participating members of the professional staff for each of the two (2) years of the contract. Designation of the insurance carrier will require the approval of EETA and the Board.